

Recording Requested By And  
When Recorded Mail To:

Skagit County  
Public Works Department  
Attn: Emily Derenne  
1800 Continental Place  
Mount Vernon, Washington 98273



201503120041  
Skagit County Auditor \$79.00  
3/12/2015 Page 1 of 8 3:47PM

DOCUMENT TITLE: **TEMPORARY CONSTRUCTION EASEMENT**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **Kenneth Perrigoue and Velma Perrigoue**, husband and wife.

GRANTEE(S): **Skagit County**, a political subdivision of the State of Washington.

ASSESSOR'S TAX / PARCEL NUMBER(S): **P45601** (XrefID: 351028-0-007-0008), **P45603** (XrefID: 351028-0-008-0007), **P45606** (XrefID: 351028-0-010-0102), and **P45615** (XrefID: 351028-4-001-0006)

ABBREVIATED LEGAL DESCRIPTIONS: The South 150 feet of Government Lot 7 and all the Southwest ¼ of the Southeast ¼ of Section 28, Township 35 North, Range 10 East. W.M. and That portion of the Northeast ¼ of the Southwest ¼ of Section 28, Township 35 North, Range 10 East.  
(Complete LEGAL DESCRIPTION provided in *Exhibit "C"*).

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

MAR 12 2015

Amount Paid \$  
Skagit Co. Treasurer  
By *Wanda* Deputy

#### TEMPORARY CONSTRUCTION EASEMENT

The undersigned, **Kenneth Perrigoue and Velma Perrigoue**, husband and wife ("Grantors"), for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants to **Skagit County**, a political subdivision of the State of Washington ("Grantee"), a temporary, non-exclusive construction easement and appurtenances thereto ("Temporary Easement"), as provided herein. Grantors and Grantee may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties." The terms of this Temporary Easement are further provided as follows:

**1. Nature and Location of Easement.** The Temporary Easement hereby granted by Grantors herein shall be a Temporary Construction Easement for the benefit of Grantee, Grantee's agents, employees, and contractors over, upon, across, through, a portion of real property located within and upon Grantors' Property, such Temporary Easement as legally described on *Exhibit "A"* and as further described and depicted on *Exhibit "B"*, attached hereto and incorporated herein by this reference, for the purpose of providing a Temporary Construction Easement (and any related appurtenances thereto), including the right of ingress and egress with all necessary equipment for Project purposes and for any and all other purposes reasonably related thereto. A legal description for the Grantors' Property is attached hereto as *Exhibit "C"*, and is hereby incorporated by reference. The Temporary Easement shall be for the purpose of a Project (as described at *Exhibit "D"*).

**2. Use of Easement.** The Grantee, Grantee's employees, agents, and contractors, shall have the sole right, with a forty-eight (48) hour notice, and during daytime hours, Monday through Saturday (unless otherwise arranged between the parties), to enter upon the Grantors' Property within the Temporary Easement area (as described and depicted in *Exhibit "A"* and *"B"*) for purposes of using the Temporary Easement for Project purposes, including the installation of drainage conveyance systems including culverts, as further described at *Exhibit "D"*.

attached hereto and incorporated by reference. Grantors shall not have the right to exclude Grantee, Grantee's employees, agents, contractors, or other third parties from the Temporary Easement. Grantors shall not place, construct, or cause to be placed or constructed or maintained any building, structure, obstruction, and/or improvements within or upon the Temporary Easement area while the Temporary Easement is in effect, without approval of the Grantee.

2.1 Grantors specifically recognize and agree that the Grantee is not responsible or liable for any drainage or surface water impact or damage to Grantors' Property resulting from this Temporary Easement, and Grantors release and hold harmless Grantee from any drainage or surface water impact or damages to Grantors' Property resulting from and/or related to this Temporary Easement. Grantee otherwise agrees to be responsible for damages solely arising from the negligent acts of its employees, agents, or representatives on Grantors' Property in exercise of Grantee's rights herein granted by this Temporary Easement. Grantee assumes no liability for any alleged damage resulting subsequent to the termination of this Temporary Easement, or from any source other than as expressly set forth herein.

**3. Termination of Temporary Easement.** This Temporary Easement shall expire and terminate at such time as the Grantee has completed the Project or activity necessitating the use of the Temporary Easement as described hereinabove (as determined by Grantee). This Temporary Easement shall otherwise expire by its own terms and terminate on December 31, 2018, whichever is sooner.

**4. Governing Law; Venue.** This Temporary Easement shall be construed under the laws of the State of Washington. It is agreed by the parties that the venue for any legal action brought under or relating to the term of this Temporary Easement shall be in Skagit County, State of Washington.

**5. Other Terms (Modifications; Neutral Authorship; Captions & Counterparts; Entire Agreement).** This Temporary Easement may be changed, modified, amended or waived only by subsequent written agreement, duly executed by the parties hereto. Each of the terms and provisions of this Temporary Easement have been reviewed and negotiated, and represents the combined work product of the parties hereto. No presumption or other rules of construction which would interpret the provisions of this Temporary Easement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Temporary Easement. The parties represent and warrant that they have fully read this Temporary Easement, that they understand its meaning and effect, and that they enter into this Temporary Easement with full knowledge of its terms. This Temporary Easement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. This Temporary Easement contains all the terms and conditions mutually agreed upon by the parties. This Temporary Easement supersedes any prior oral statements, discussions, and/or understandings between the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Temporary Easement shall be deemed to exist or to bind any of the parties hereto.

GRANTORS:

DATED this 18 day of Feb., 2015.

Kenneth Perrigoue  
Kenneth Perrigoue

DATED this 18 day of Feb, 2015.

Velma Perrigoue  
Velma Perrigoue

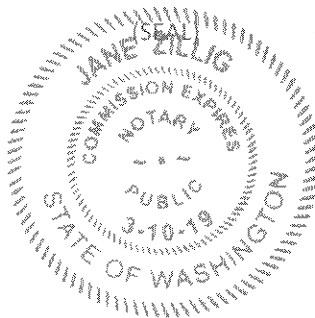
STATE OF WASHINGTON

COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that **Kenneth Perrigoue** and **Velma Perrigoue**, husband and wife are the persons who appeared before me, and said people acknowledged that they signed this instrument, on oath stated that they executed the forgoing instrument as their free and voluntary act for the uses and purposes herein mentioned.

DATED this 18 day of February, 2015.



Notary Public

Print name: JANE Zillig

Residing at: 5000 Woolley, WA

My commission expires: 3-10-18

GRANTEE:

DATED this 10 day of March, 2015.

~~BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON~~

~~\_\_\_\_\_  
Kenneth A. Dahlstedt, Chair~~

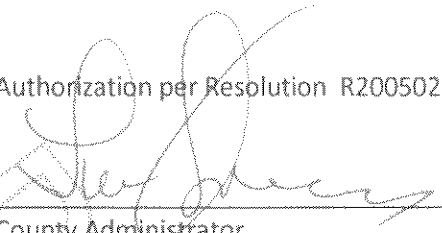
~~\_\_\_\_\_  
Lisa Janicki, Commissioner~~

~~\_\_\_\_\_  
Ron Wesen, Commissioner~~

Attest:

\_\_\_\_\_  
Clerk of the Board

Authorization per Resolution R20050224

  
\_\_\_\_\_  
County Administrator

Recommended:

  
\_\_\_\_\_  
Department Head


Approved as to form:

 3/2/15  
\_\_\_\_\_  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

  
\_\_\_\_\_  
Risk Manager

Approved as to budget:

  
\_\_\_\_\_  
Budget & Finance Director

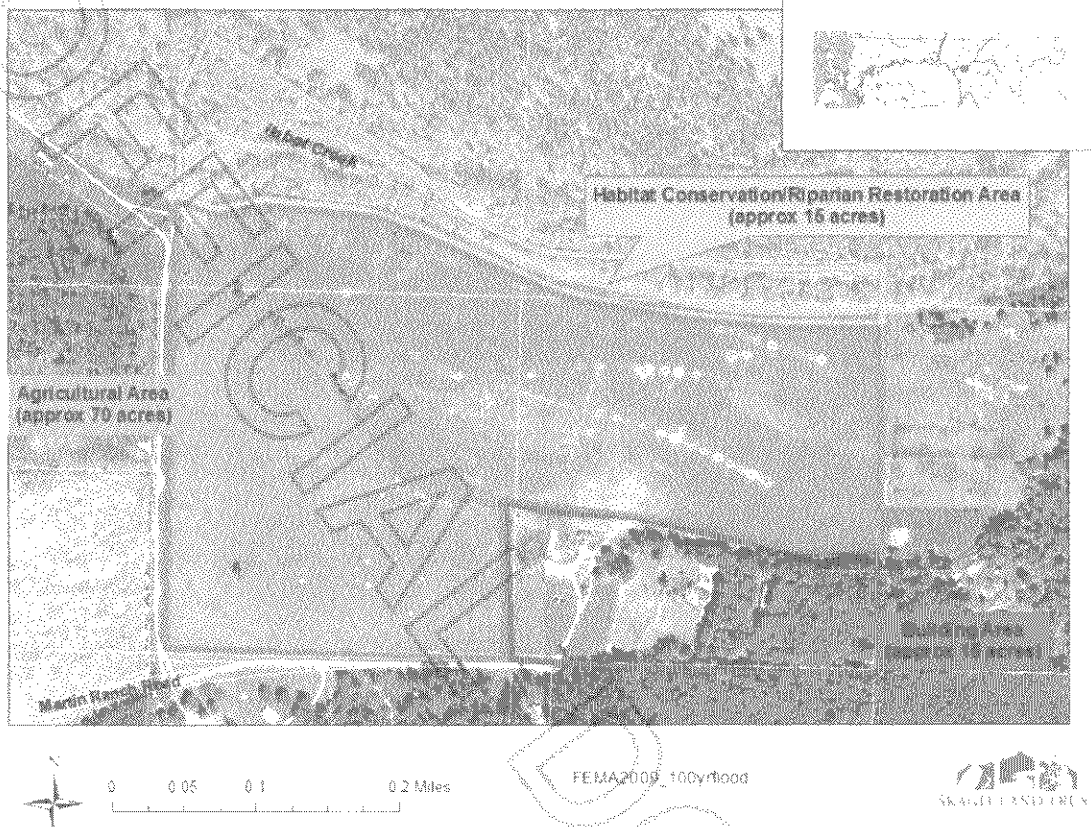
**EXHIBIT "A"**  
**TEMPORARY EASEMENT LEGAL DESCRIPTION**

TEMPORARY EASEMENT **BEGINS** AT THE SOUTHEASTERN PROPERTY LINE OF SKAGIT COUNTY TAX PARCEL P45603, MORE PARTICULARLY DESCRIBED AS THE SOUTH 150 FEET OF GOVERNMENT LOT 7 AND ALL THE SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 10 EAST. W.M. ; THENCE NORTHERLY ALONG THE EASTERN PROPERTY LINE TO THE NORTHEASTERN CORNER OF SKAGIT COUNTY TAX PARCEL P45601, MORE PARTICULARLY DESCRIBED AS THE SOUTH 150 FEET OF GOVERNMENT LOT 7 AND ALL THE SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 10 EAST. W.M.; THENCE WESTERLY ALONG THE NORTHERN PROPERTY LINE TO A POINT WHERE P45603 EXTENDS FURTHER NORTH; THENCE ALONG THE NORTHERN PROPERTY LINE OF P45603 TO A POINT WHERE P45601 EXTENDS FURTHER NORTH; THENCE ALONG THE NORTHERN PROPERTY LINE OF P45601 TO THE INTERSECTION WITH SKAGIT COUNTY TAX PARCEL P45606, MORE PARTICULARLY DESCRIBED AS THAT PORTION OF THE NORTHEAST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 10 EAST. W.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NORTHEAST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  THAT IS SOUTH 89°28'53" EAST 60.0 FEET FROM THE SOUTHWEST CORNER THEREOF; THENCE NORTH 00°23'02" EAST 234.31 FEET; THENCE NORTH 89°28'56" WEST 60.0 FEET TO THE WEST LINE OF SAID NORTHEAST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$ ; THENCE NORTH 00°23'02" EAST, ALONG THE WEST LINE THEREOF, A DISTANCE OF 742.70 FEET TO THE SOUTH LINE OF A TRACT CONVEYED TO SCOTT PAPER COMPANY BY DEED RECORDED FEBRUARY 1, 1973, UNDER AUDITOR'S FILE NO. 780135; THENCE SOUTH 59°03'01" EAST ALONG SAID SOUTH LINE 1557.86 FEET TO THE EAST LINE OF SAID SUBDIVISION; THENCE SOUTH 00°50'53" WEST, ALONG SAID EAST LINE, A DISTANCE OF 187.95 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 89°28'53" WEST, ALONG THE SOUTH LINE OF SAID SUBDIVISION, A DISTANCE OF 1269.91 FEET TO THE POINT OF BEGINNING; THENCE WESTERLY ALONG THE NORTHERN PROPERTY LINE TO THE INTERSECTION WITH THE WESTERN PROPERTY LINE; THENCE SOUTHERLY 660 FEET TO A POINT 40-METERS FROM THE ORDINARY HIGH WATER MARK (OHWM) OF THE SOUTHERN BANK OF ILLABOT CREEK; THENCE EASTERLY MAINTAINING AN APPROXIMATE 40-METER DISTANCE FROM THE OHWM OF THE SOUTHERN BANK OF ILLABOT CREEK TO THE EASTERN MOST PROPERTY LINE OF SKAGIT COUNTY TAX PARCEL P45615, MORE PARTICULARLY DESCRIBED AS THE SOUTH 150 FEET OF GOVERNMENT LOT 7 AND ALL THE SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 10 EAST. W.M.; THENCE **RETURNING** TO THE TRUE POINT OF BEGINNING. THE TEMPORARY CONSTRUCTION EASEMENT TOTALS FIFTEEN (15) ACRES. ACCESS TO THE TEMPORARY EASEMENT IS REACHED VIA THE LANDOWNER'S PROPERTY AND THE ROADWAY AND MAINTENANCE EASEMENT (AF#9606030058).

**SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.**

EXHIBIT "B"  
GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA

CONSERVATION EASEMENT DESIGNATION



This temporary easement is required for the construction of a livestock exclusion fence, removal of invasive vegetation, and riparian restoration, as provided herein. The temporary easement area follows the southern bank of Illabot Creek.

**EXHIBIT "C"**  
**LEGAL DESCRIPTION OF GRANTORS' PROPERTY**

Parcel "A": (P45615 & P45601 & P45603)

The South 150 feet of Government Lot 7 and all the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 28, Township 35 North, Range 10 East. W.M.

Situate in the County of Skagit, State of Washington.

Parcel "B": (P45606)

That portion of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 28, Township 35 North, Range 10 East. W.M., described as follows:

Beginning at a point on the South line of said Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  that is South  $89^{\circ}28'53''$  East 60.0 feet from the Southwest corner thereof; thence North  $0^{\circ}23'02''$  East 234.31 feet; thence North  $89^{\circ}28'56''$  West 60.0 feet to the West line of said Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ ; thence North  $0^{\circ}23'02''$  East, along the West line thereof, a distance of 742.70 feet to the South line of a tract conveyed to Scott Paper Company by deed recorded February 1, 1973, under Auditor's File No. 780135; thence South  $59^{\circ}03'01''$  East along said South line 1557.86 feet to the East line of said subdivision; thence South  $0^{\circ}50'53''$  West, along said East line, a distance of 187.95 feet, more or less, to the Southeast corner thereof; thence North  $89^{\circ}28'53''$  West, along the South line of said subdivision, a distance of 1269.91 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

**Exhibit "D"**  
**PROJECT DESCRIPTION**

Over half of the creek frontage, about 1,800 feet, has little or no intact riparian buffer with active grazing very close to the top of bank or it is dominated by Himalayan blackberry. Restoration will involve building a new fence, set back from the creek; site preparation to include removal of non-native vegetation, and planting of approximately 4.5 acres of pasture and 4 acres of intact buffer with native trees, to establish a protected buffer of at least 40 meters.

Within the intact riparian areas where mostly hardwoods and blackberry dominate, there will be additional site preparation and conifer planting in the understory. Mechanized planting preparation and post-hole auguring will likely be used in the planting areas. Bare-root stock will be used to maximize survival rates and provide ease of installation. Species will likely include Western Red Cedar, Sitka Spruce, Black Cottonwood, Red Alder, Red Elderberry, Salmonberry, and Nootka Rose. At least three years of maintenance will be conducted after installation to control invasives and grass; this will involve mowing and herbicide treatment as necessary.

Skagit County, or its contractor, will begin installation of the fencing in spring 2015. Site preparation and removal of non-native species will begin in early summer 2015 and maintenance will continue through 2018.